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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARY ANN SUSSEX; MITCHELL PAE;
MALCOLM NICHOLL and SANDY
SCALISE; ERNESTO VALDEZ, SR. and
ERNESTO VALDEZ, JR; JOHN
HANSON and ELIZABETH HANSON,

Plaintiffs,

v.

TURNBERRY/MGM GRAND TOWERS,
LLC, a Nevada LLC; MGM GRAND
CONDOMINIUMS LLC, a Nevada LLC;
THE SIGNATURE CONDOMINIUMS,
LLC, a Nevada LLC; MGM MIRAGE, a
Delaware Corporation; TURNBERRY/
HARMON AVE., LLC, a Nevada LLC;
and TURNBERRY WEST REALTY, INC.,
a Nevada Corporation,

Defendants.

Case No. 2:08-cv-00773-RLH-PAL

**SUPPLEMENTAL AUTHORITY
IN SUPPORT OF OPPOSITION
TO MOTION TO VACATE
ARBITRATION RULING (# 90)**

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1 The defendants hereby supplement their opposition to plaintiffs'
 2 motion to vacate the arbitrator's ruling with the following recent authority for the
 3 Court's consideration:

4 *Spradlin v. Trump Ruffin Tower I, LLC*, 2011 WL 2295067 (D. Nev. June
 5 8, 2011). The *Spradlin* decision is attached hereto as Exhibit A.

6 Although not binding on the Court, the *Spradlin* decision is relevant
 7 and should be persuasive. There, as here, the plaintiffs are purchasers of one or
 8 more hotel condominium units and signed contracts that included an arbitration
 9 clause. *Spradlin*, 2011 WL 2295067 at *1. In both cases, the plaintiffs are
 10 represented by the same attorneys. The arbitration clause in *Spradlin* is "identical
 11 to the arbitration clause" in this case. *Id.*¹ There, as here, the arbitrator
 12 determined that there was no agreement that would support class arbitration. *Id.*
 13 The *Spradlin* plaintiffs made substantially the same arguments in their motion to
 14 vacate the arbitrator's clause construction award as the *Sussex* plaintiffs here. *See*
 15 *id.* at *2-4 (discussing the *Spradlin* plaintiffs' arguments relative to: (1) the "Nevada
 16 default rule" on consolidation of arbitrations; (2) the parties' intent and
 17 expectations; and (3) unconscionability). The Honorable Kent J. Dawson denied
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24 ¹ It is for this reason that the parties in *Spradlin* agreed to a stay while the
 25 Nevada Supreme Court decided the validity of the arbitration clause. *Id.* The
 26 Nevada Supreme Court's decision — *KJH & RDA Investor Group, LLC v. Eighth*
 27 *Judicial Dist. Court*, 2009 WL 1455992 (Nev. April 22, 2009) — which held that the
 28 arbitration clause is valid and enforceable, also informed this Court's decision to
 compel the *Sussex* plaintiffs to arbitration. *See* Order (# 59).

1 the *Spradlin* plaintiffs' motion to vacate because they failed to meet "the high
2 standard of review for overturning an arbitration award." *Id.* at *2, 4.

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4 Respectfully submitted,

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6 MORRIS PETERSON

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8 By: 

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CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5(b) and Section IV of District of Nevada
Electronic Filing Procedures, I certify that I am an employee of MORRIS
PETERSON, and that the following documents were served via electronic service:

**SUPPLEMENTAL AUTHORITY IN SUPPORT OF OPPOSITION TO
MOTION TO VACATE ARBITRATION RULING (# 90)**

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DATED this 22nd day of June, 2011.

By: 